

**Blucher S. Tharp Memorial
United States Army Reserve Center
Amarillo, Texas
FOST Amendment Number 1**


1. **Background.** The purpose of this amendment is to update the Blucher S. Tharp Memorial United States Army Reserve Center FOST, dated June 2014.

- a. The FOST found the property was suitable for transfer out of federal ownership.
- b. After the FOST was signed it was noted that the 15 January 2014 Memorandum of Agreement between the U.S. Army and the Texas Historical Commission does not require the Army to include historic preservation covenants in the deed as noted in the FOST.
- c. In Section 8, National Environmental Policy ACT (NEPA) Compliance; delete the 7th sentence: "As a result, the Army will place an historic preservation covenant in the deed for transfer, and the Army agreed to nominate the property to the National and Texas Registers of Historic Places", and replace with the following language, "As a result, the Army will nominate the property to the National and Texas Registers of Historic Places and undertake documentation of the Property

2. **Regulatory Comment.** A copy of this FOST Amendment was distributed to the Texas Commission Environmental Quality in November 2014 and will be included in the administrative record for this site.

3. **Findings of Suitability to Transfer.** Based on the above information, I conclude that the property is suitable to be transferred for education, residential, or commercial purposes.

24 Nov 2014
Date


Thomas E. Lederle
Army BRAC Chief

**FINDING OF SUITABILITY TO TRANSFER
(FOST)**

**BLUCHER S. THARP MEMORIAL
U.S. ARMY RESERVE CENTER (TX003)
2801 DUNIVEN CIRCLE
AMARILLO, TEXAS 79190**

June 2014

**FINDING OF SUITABILITY TO TRANSFER
(FOST)
BLUCHER S. THARP MEMORIAL
U.S. ARMY RESERVE CENTER (TX003)
2801 DUNIVEN CIRCLE
AMARILLO, TEXAS 79190**

June 2014

1. PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of property at Blucher S. Tharp Memorial U.S. Army Reserve (USAR) Center (TX003) for transfer out of federal ownership consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the Access Provisions and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

2. PROPERTY DESCRIPTION

The property consists of 4.133 acres, which includes two buildings: an 11,732-square-foot Training Building and a 2,864-square-foot organizational maintenance shop (OMS). Approximately half of the property is covered by impervious surface features (e.g., asphalt parking areas, driveways, concrete walkways, building footprints, etc.). The remaining ground surface is covered by grass lawn. The USAR used the property for administrative space, military equipment parking (MEP), storage, and vehicle maintenance. The property has served as a USAR Center since the U.S. government acquired the land in 1957 and constructed the buildings in 1960. The property is intended to be transferred out of federal ownership through a public auction. While the future use of the property is still unknown, the surrounding property is zoned for commercial use. A site map of the property is attached (Enclosure 1).

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the property was made based upon the *Environmental Condition of Property Report, Blucher S. Tharp Memorial US Army Reserve Center (AR022), April 2007* and the *Environmental Condition of Property Report Update, Blucher S. Tharp Memorial USAR Center (TX003), February 2013*. The information provided is a result of a complete search of agency files during the development of these environmental surveys.

A complete list of documents providing information on environmental conditions of the property is attached (Enclosure 2).

4. ENVIRONMENTAL CONDITION OF PROPERTY

The DOD Environmental Condition of Property (ECP) categories for the property are as follows:

ECP Category 1: Entire Property

A summary of the ECP categories for specific buildings, parcels, or operable units and the ECP category definitions is provided in Table 1 – Description of Property (Enclosure 3).

4.1. ENVIRONMENTAL REMEDIATION SITES

There are no environmental investigation/remediation sites and no evidence of groundwater contamination on the property.

4.2. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

There is no evidence that hazardous substances were stored, released, or disposed of on the property in excess of the 40 CFR Part 373 reportable quantities. The CERCLA 120(h)(4) Notice and Covenant at Enclosure 4 will be included in the Deed.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

4.3.1. UNDERGROUND AND ABOVE-GROUND STORAGE TANKS (UST/AST)

- **Current UST/AST Sites** - There is one underground and no above-ground petroleum storage tanks (UST/AST) on the property. There is no evidence of petroleum releases from these sites. One UST associated with the oil/water separator (OWS) is registered with the Texas Commission on Environmental Quality (TCEQ) (TCEQ UST Facility ID 69229) and there are no reported releases associated with the UST.

- **Former UST/AST Sites** - There is no evidence that petroleum products were stored in any former underground or above-ground storage tanks on the property.

4.3.2. NON-UST/AST STORAGE, RELEASE, OR DISPOSAL OF PETROLEUM PRODUCTS

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on the property.

4.4. POLYCHLORINATED BIPHENYLS (PCB)

The following equipment is located on the property and may contain PCB: one pole mounted transformer (PMT) and one surface-mounted electrical transformer. This equipment is operational and has been determined not to be leaking.

4.5. ASBESTOS

There is no evidence that buildings or structures with ACM are located on the property. There had been suspected ACM in the form of flue pipe wrapping located in the Training Building's mechanical room. However, an asbestos survey in 2012 confirmed that the flue pipe wrapping had been removed. There was no other ACM identified on the property.

4.6. LEAD-BASED PAINT (LBP)

The following buildings are known or presumed to contain lead-based paint (LBP): Training Building and the OMS. The property was not used for residential purposes and the transferee does

not intend to use the property for residential purposes in the future. The deed will include a lead-based paint warning and covenant (Enclosure 5).

4.7. RADIOLOGICAL MATERIALS

There is no evidence that radioactive material or sources were stored or used on the property.

On July 10, 2012, the Army completed a radiological site assessment of the property in compliance with the accepted federal government protocol (MARSSIM Class 3). The Radiological Site Assessment Report (RSAR) found no evidence of radiological contamination or radioactive material present and concluded no further action is required with respect to radioactive devices or materials identified. On July 10, 2012, the Office of the Army Assistant Chief of Staff for Installation Management (OACSIM) concluded the site is free of radiological concerns. See the OACSIM Memorandum, Subject: Results from the Radiological Survey at the Blucher S. Tharp Memorial US Army Reserve Center at Amarillo, Texas, July 10, 2012, for additional information.

4.8. RADON

Radon surveys were conducted in three locations at the property. Radon was not detected above the EPA residential action level of 4 picocuries per liter (pCi/L) in the Training Building.

4.9. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

Based on a review of existing records and available information, there is no evidence that Munitions and Explosives of Concern (MEC) are present on the property. In addition the property has primarily functioned as an administrative and educational facility, with limited maintenance of military vehicles. The term "MEC" means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

4.10. OTHER PROPERTY CONDITIONS

There are no other hazardous conditions on the property that present an unacceptable risk to human health and the environment.

5. ADJACENT PROPERTY CONDITIONS

The 2007 Environmental Condition of Property (ECP) Report identified the following other potentially hazardous conditions on adjacent property: The Smithson Automotive Center property is a leaking petroleum storage tank (LPST) site approximately 870 feet northeast of and at a higher elevation than the Site. The assessment of the LPST site has not been completed, so the extent of contamination in soil and groundwater is unknown. Based on an evaluation of available information during the preparation of the 2012 ECP Update, the Smithson Automotive Center property is no longer considered a "High Risk" to the property. The presence of these hazards on adjacent property does not present an unacceptable risk to human health and the environment because: potable water is provided by the City of Amarillo municipal services; the LPST was removed in 2004; soil sampling during 2004 did not exceed action levels; and the impacted aquifer is not associated with any surface water features, nor are there any surface water features on the property.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

There are no environmental remediation orders or agreements applicable to the property being transferred. The deed will include a provision reserving the Army's right to conduct remediation activities if necessary in the future (Enclosure 4)

7. REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region 6, the TCEQ, and the public were notified of the initiation of this FOST. No public comments were received during the public comment period. The TCEQ responded in a letter dated April 23, 2013. A copy of the TCEQ letter is included at Enclosure 6.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the Environmental Assessment, dated April 2014. The following encumbrances were identified: potential adverse effect on properties eligible for listing on the National Register of Historic Places. The Army and the Texas Historical Commission entered into a Memorandum of Agreement to put in place measures to mitigate the impact to the historic property. As a result, the Army will place an historic preservation covenant in the deed for transfer, and the Army has agreed to nominate the property to the National and Texas Registers of Historic Places. There were no other encumbrances or conditions identified in the NEPA analysis as necessary to protect human health or the environment.

9. FINDING OF SUITABILITY TO TRANSFER

Based on the information above, I conclude that the Property qualifies as CERCLA §120(h)(4) uncontaminated property and is transferable under that section. In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions in the Environmental Protection Provisions that shall be included in the deed for the property. The deed will include the CERCLA 120(h)(4) Covenant and Access Provisions and Other Deed Provisions. Whereas no hazardous substances or petroleum products were stored for one year or more, known to have been released, or disposed of on the parcel, a hazardous substance or petroleum notification is not required.



FOR THE COMMANDER

STEWART R. FEARON
COLONEL, EN
Regional Engineer

6 Enclosures

Encl 1 – Site Map of Property

Encl 2 – Environmental Documentation

Encl 3 – Table 1 – Description of Property

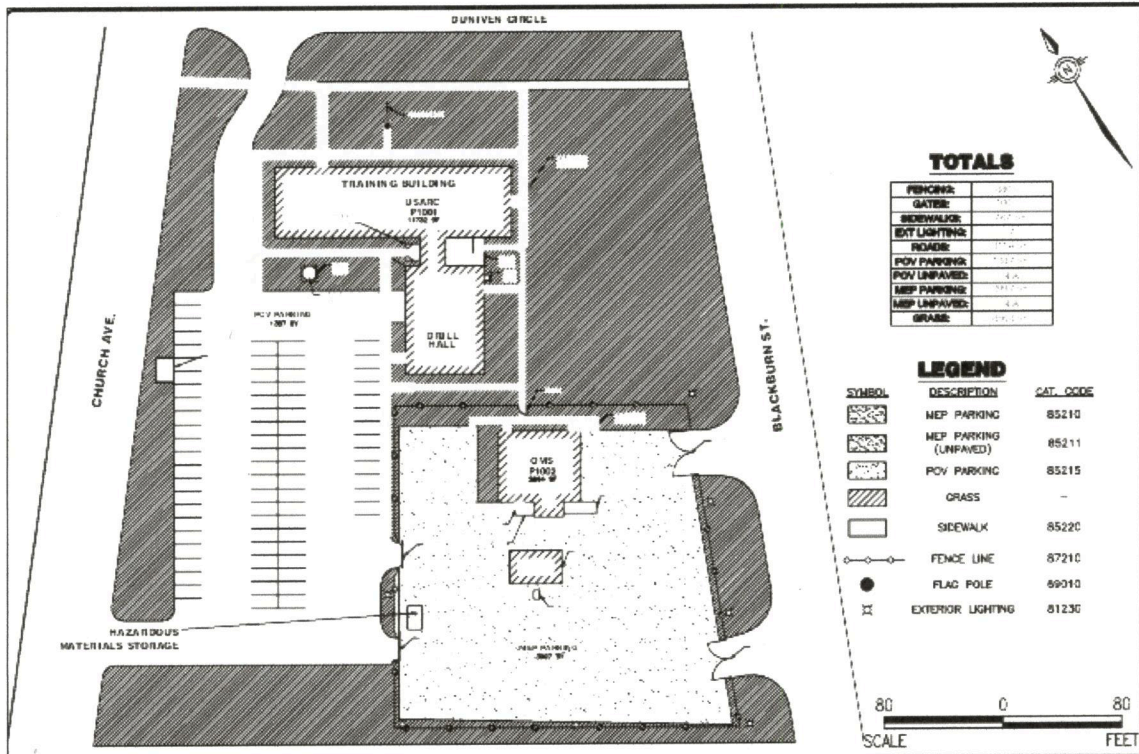
Encl 4 – CERCLA Covenant, and Access Provisions and Other Deed Provisions

Encl 5 – Environmental Protection Provisions

Encl 6 – Regulatory/Public Comments

ENCLOSURE 1

SITE MAP OF PROPERTY



Source: 2007 ECP.

ENCLOSURE 2

ENVIRONMENTAL DOCUMENTATION

| Document | Source |
|--|---------|
| Environmental Condition of Property Report for Blucher S. Tharp Memorial United States Army Reserve Center (TX003). Prepared for U.S. Army Corps of Engineers - Louisville District. April 2007. | 63d RSC |
| Asbestos Surveillance Report Memorandum. April 19, 2012. | 63d RSC |
| Radiation Closeout Survey Report. July 10, 2012. | 63d RSC |
| Environmental Condition of Property Update for Blucher S. Tharp Memorial United States Army Reserve Center (TX003). Prepared by 63d RSC. February 2013. | 63d RSC |
| Environmental Assessment for BRAC 05 Recommendations for Closure, Disposal, and Reuse of Blucher S. Tharp Memorial U.S. Army Reserve Center (TX003), Amarillo, Texas. Prepared by the 63d RSC. April 2014. | 63d RSC |
| Environmental Condition of Property Recertification. Prepared by 63d RSC. April 15, 2014. | 63d RSC |

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

| Building Number and Property Description | Condition Category | Remedial Actions |
|--|--------------------|------------------|
| Entire parcel | 1 | None required. |

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred. (including no migration of these substances from adjacent areas)

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

ENCLOSURE 4

CERCLA COVENANT, AND ACCESS PROVISIONS **AND OTHER DEED PROVISIONS**

The following CERCLA Covenant and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

I. Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):

For the property, the Grantor provides the following covenants and retains the following access rights:

A. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the property prior to the date of this deed shall be conducted by the United States.

B. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

2. In exercising such easement and right of access, the United States shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such

utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3. In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

II. OTHER DEED PROVISIONS:

A. "AS IS"

1. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

2. No warranties, either expressed or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

3. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

B. HOLD HARMLESS

1. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

2. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any

costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

3. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

C. POST-TRANSFER DISCOVERY OF CONTAMINATION

1. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

2. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

D. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Enclosure 5, which is attached hereto and made a part hereof. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

ENCLOSURE 5

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

2. NOTICE OF PESTICIDE APPLICATIONS

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.

ENCLOSURE 6

REGULATORY/PUBLIC COMMENTS

Bryan W. Shaw, Ph.D., *Chairman*
Carlos Rubinstein, *Commissioner*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 23, 2013

Attn: Environmental Office
Ms. Laura M. Caballero
BRAC Environmental Coordinator
Department of the Army
Headquarters, 63D, Regional Support Command
230 R.T. Jones Road
Mountain View, California 94043

Re: TCEQ Concurrence with "Uncontaminated Property" determination for Blucher S. Tharp Memorial USAR Center
Letter, Request for Concurrence for "Uncontaminated Property" as defined in Comprehensive Environmental Response Compensation and Liability Act (CERCLA) Section 120(h)(4), dated December 18, 2012
Blucher S. Tharp Memorial USAR Center, Amarillo, Texas
Facility I.D. No. , CN:600531156, RN102829058

Dear Ms. Caballero:

The Texas Commission on Environmental Quality (TCEQ) has completed review of your letter received on March 1, 2013, which requests concurrence that the Blucher S. Tharp Memorial USAR Center meets the criteria of "Uncontaminated property" as defined in CERCLA Section 120(h)(4)(A). Enclosures to your letter include the Draft Finding of Suitability to Transfer (FOST) dated February 2013, the Environmental Condition of Property (ECOP) Report, dated April 2007, and the ECOP Update Report, dated February 2013.

The purpose of the FOST and ECOP is to document that the 4.133 acre Blucher S. Tharp Memorial USAR Center is environmentally suitable to transfer. Another purpose of the Environmental Condition of Property (ECOP) report is to identify "clean parcels" as defined in §120(h) of CERCLA, as amended by the Community Environmental Response Facilitation Act (CERFA) (42 U.S.C. § 9620(h)(4)(A)). Clean parcels are defined by 42 U.S.C. § 9620(h)(4)(A) as property where no release or disposal of hazardous substances or petroleum products has occurred - including no migration of these substances from adjacent areas.

Significant environmental documentation in the FOST/ECOP reports include: a) There are no environmental investigation/remediation sites and no evidence of groundwater contamination on the property; b) There is no evidence that hazardous substances were stored, released, or disposed of on the property in excess of the 40 Code of Federal Regulations (CFR) Part 373 reportable quantities; c) There is no evidence of petroleum releases from the one underground

Ms. Laura M. Caballero
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April 23, 2013

storage tank which is registered with TCEQ (TCEQ UST Facility ID 69229); d) There is no evidence of buildings or structures on the property containing asbestos-containing material (ACM); e) Lead-based paint is known or presumed to be present in several buildings; f) The environmental protection provisions included as Enclosure 5 of FOST will also be included the deed; and h) The deed will include the CERCLA covenant that the federal government has the continuing obligation to conduct any response or corrective action for contamination existing prior to the date of deed transfer.

Based on the information provided in the FOST and ECOP, TCEQ has determined that the environmental condition of the entire 4.133 acre property qualifies as "Uncontaminated property (clean parcels)". In addition, TCEQ concurs with the FOST conclusion that the property is environmentally suitable to transfer.

Please be aware that it is the continuing obligation of persons associated with a site to ensure that municipal hazardous waste and industrial solid waste are managed in a manner which does not cause the discharge or imminent threat of discharge of waste into or adjacent to waters in the state, a nuisance, or the endangerment of the public health and welfare as required by 30 TAC §335.4. If the actual response action fails to comply with these requirements, please take any necessary and authorized action to correct such conditions.

Questions concerning this letter should be directed to me at (512) 239-2332. When responding by mail, please submit an original and one copy of all correspondence and reports to the TCEQ Remediation Division at Mail Code MC-127 with an additional copy submitted to the local TCEQ Region Office. Please note that the Remediation Division sends letters via email when appropriate. Therefore, current email addresses and the site identification information in the reference block should be included in all future submittals.

Sincerely,



Allan Posnick, DSMOA Program Manager
Corrective Action Team, VCP-CAS Section
Remediation Division
Texas Commission on Environmental Quality

AP/mdh

cc: Mr. Rich Mayer, EPA Region 6, Dallas, mayer.richard@epamail.epa.gov
Eddie Vance, Waste Section Manager, TCEQ Region 1, Amarillo